

CALTRANS
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
BID FOR

10

D1

CONSTRUCTION ON STATE HIGHWAY IN
MERCED COUNTY IN AND NEAR LOS BANOS FROM SANTA CLARA COUNTY LINE TO MADERA
COUNTY LINE

In District 10 on Route 152

UNDER

Notice to Bidders and Special Provisions dated October 29, 2018
Project plans approved September 24, 2018
Standard Specifications dated 2015
Standard Plans dated 2015

Identified by

Contract No. 10-1J5504

10-Mer-152-R0.0/R40.9

Project ID 1018000196

Bids open Thursday, November 29, 2018

Dated October 29, 2018

AADD

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
Contract No.: 10-1J5504 Project ID: 1018000196
Bidder Name: Pave-Tech Inc.
BID TO THE DEPARTMENT OF TRANSPORTATION
DES-OE-0102.1

Bidder ID: VC0000008079

Name of Bidder Pave-Tech Inc.
Bidder ID VC0000008079
Business Street Address 2231 La Mirada Drive
(Include even if P.O. Box is used)
Business P.O. Box
City, State, Zip Vista, CA, 92081
Telephone No. (760) 727-8700
Fax No. (760) 727-8701
Contractor License No. 720394
California Department of Industrial Relations Registration number 1000010270
Checksum 96ACE879

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in the Standard Specifications, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the Notice to Bidders.

For a cost plus time based bid on a contract without a plant establishment or permanent erosion control establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment or permanent erosion control establishment period, Bidder additionally agrees to perform the non-establishment work within the number of working days bid for non-establishment work.

- 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:
 - 2.1.1. If the unit price is illegible, omitted, or the same as the item total, the item total prevails and the unit price is the quotient of the item total and the quantity.
 - 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.
- 2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
- 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.
- 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.

2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.

For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.

2.7. The Department's decision on the bid amount is final.

3. Bidder has and acknowledges the following addenda:2
11-30-18 Revise Notice to Bidders and Special Provisions,

4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid, including any additive items: Bidder's Bond

5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:

5.1. Criminal prosecution

5.2. Rejection of the bid

5.3. Rescission of the award

5.4. Termination of the Contract

PRINTED NAME:Rudy C. Zavalani AND
TITLE OF PERSON SIGNING:President

BY (Authorized signature)

DATE SIGNED(Do not type)

| Item No. | Item Code | Item Description | Estimated Quantity Unit of Measure | Unit Price | Item Total |
|----------|------------------------------|-------------------------------------|---------------------------------------|------------|------------|
| 1 | 070030 PLAN | LEAD COMPLIANCE | LUMP SUM LS | LUMP SUM | 1,710.00 |
| 2 | 120090 AREA SIGNS | CONSTRUCTION | LUMP SUM LS | LUMP SUM | 95,210.00 |
| 3 | 120100 SYSTEM | TRAFFIC CONTROL | LUMP SUM LS | LUMP SUM | 257,000.00 |
| 4 | 128652 (LS) | PORTABLE CHANGEABLE MESSAGE SIGN | LUMP SUM LS | LUMP SUM | 20,000.00 |
| 5 | 130100 MANAGEMENT | JOB SITE | LUMP SUM LS | LUMP SUM | 15,000.00 |
| 6 | 130200 PROGRAM | PREPARE WATER POLLUTION CONTROL | LUMP SUM LS | LUMP SUM | 2,500.00 |
| 7 | 141120 WASTE | TREATED WOOD | 160.0 LB | 15.00 | 2,400.00 |
| 8 | 810120 MARKER | REMOVE PAVEMENT | 23,800.0 EA | 1.00 | 23,800.00 |
| 9 | 810180 (CLASS 2) | DELINEATOR | 6.0 EA | 50.00 | 300.00 |
| 10 | 810230 (RETROREFLECTIVE) | PAVEMENT MARKER | 22,000.0 EA | 4.00 | 88,000.00 |
| 11 | 820270 SIGN (WOOD POST) | REMOVE ROADSIDE | 2.0 EA | 175.00 | 350.00 |
| 12 | 036632 SHEETING (TYPE XI) | RETROREFLECTIVE | 32.0 SQFT | 4.55 | 145.60 |

| Item No. | Item Code | Item Description | Estimated Quantity Unit of Measure | Unit Price | Item Total |
|----------|-----------|---|---------------------------------------|------------|------------|
| 13 | 036633 | FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED) FOR RETROREFLECTIVE SHEETING (TYPE XI) | 32.0 SQFT | 15.95 | 510.40 |
| 14 | 820840 | ROADSIDE SIGN - ONE POST | 2.0 EA | 365.00 | 730.00 |
| 15 | 840516 | THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY) | 33,800.0 SQFT | 4.00 | 135,200.00 |
| 16 | 840619 | 6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) (BROKEN 12-3) | 11,700.0 LF | 0.60 | 7,020.00 |
| 17 | 846007 | 6" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) | 945,000.0 LF | 0.72 | 680,400.00 |
| 18 | 846009 | 8" THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY) | 29,800.0 LF | 2.00 | 59,600.00 |
| 19 | 846030 | REMOVE THERMOPLASTIC TRAFFIC STRIPE | 1,090,000.0 LF | 0.40 | 436,000.00 |
| 20 | 846035 | REMOVE THERMOPLASTIC PAVEMENT MARKING | 33,800.0 SQFT | 2.00 | 67,600.00 |
| 21 | 036634 | 6" TRAFFIC STRIPE TAPE (WARRANTY) (BROKEN 17-7) | 24,000.0 LF | 2.00 | 48,000.00 |
| 22 | 036635 | 6" TRAFFIC STRIPE TAPE (WARRANTY) (BROKEN 36-12) | 322,000.0 LF | 1.90 | 611,800.00 |
| 23 | 036636 | 10" TRAFFIC STRIPE TAPE WITH CONTRAST (BROKEN 36-12) (WARRANTY) | 114,000.0 LF | 3.00 | 342,000.00 |

| Item No. | Item Code | Item Description | Estimated Quantity Unit of Measure | Unit Price | Item Total |
|-----------|-----------|---|---------------------------------------|------------|----------------|
| 24 | 870009 | MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS DURING CONSTRUCTION | LUMP SUM LS | LUMP SUM | 5,959.00 |
| 25 | 999990 | MOBILIZATION | LUMP SUM LS | LUMP SUM | 247,876.00 |
| Total Bid | | | | | \$3,149,111.00 |

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 10-1J5504 Project ID: 1018000196

Bidder Name: Pave-Tech Inc.

Bidder ID: VC0000008079

DES-OE-0102.2C (REV 03/2015)

Bidding Firm: Pave-Tech Inc.

List this sub? Yes

- 1) Business Name Arrow Signs HC Inc.
Location City Temecula State CA
California Contractor License Number 1022809
Public Works Contractor Registration Number 1000046282
Portion of Work Subcontracted:

comp
C61/D42, C31
1/31/19

| Item % | Description |
|--------|-------------|
| 2 100 | |
| 11 100 | |
| 12 100 | |
| 13 100 | |
| 14 100 | |

List this sub? Yes

- 2) Business Name Cal Stripe Inc.
Location City Colton State CA
California Contractor License Number 685387
Public Works Contractor Registration Number 1000001100
Portion of Work Subcontracted:

comp
A
1/31/20

| Item % | Description |
|--------|-----------------------------|
| 10 100 | |
| 16 100 | |
| 17 100 | |
| 18 100 | |
| 19 89 | Remove Thermoplastic Stripe |

List this sub? Yes

- 3) Business Name Cal Stripe Inc.
Location City Colton State CA
California Contractor License Number 685387
Public Works Contractor Registration Number 1000001100
Portion of Work Subcontracted:

| Item % | Description |
|--------|-------------|
| 20 100 | |

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 10-1J5504 Project ID: 1018000196

Bidder Name: Pave-Tech Inc.

Bidder ID: VC0000008079

REQUEST FOR SMALL BUSINESS PREFERENCE OR NON-SMALL BUSINESS PREFERENCE

DES-OE-0102.7 (REV 02/2010)

COMPLETE ONE OF THE FOLLOWING:

*Small Business Preference

The undersigned small business preference and certifies, under penalty of perjury, that the firm meets the requirements of 2 CA Code of Regs ♦ 1896 et seq. and is certified as a small business at the time and day of bid opening or has submitted a complete application to the Department of General Services (DGS) and is subsequently certified. The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date.

Small Business Certification (Reference) Number:

Date: Signature: _____

*Non-Small Business Preference

The undersigned requests non-small business preference and notifies the Department on the Certified Small Business Listing for the Non-Small Business Preference form that it commits to subcontract at least 25 percent of its bid amount with one or more firms that meets the requirements of 2 CA Code of Regs ♦ 1896 et seq. and the firms are certified as small businesses at the time and day of bid opening or have submitted a complete application and are subsequently certified by the Department of General Services (DGS). The complete application and any required substantiating documentation must be received by DGS by 5:00 p.m. on bid opening date. List these firms on the Certified Small Business Listing for the Non-Small Business Preference form.

Date: 12/06/18 Signature: _____

This form must be completed by all bidders. Failure of a non-California company to fill out and sign this form may be cause for rejection of its bid. Eligibility for a reciprocal preference for a California company is waived if the California company fails to complete and sign this form under penalty of perjury.

The undersigned certifies that it is a "California company" as defined in Pub Cont Code ♦ 6107 and meets one of the following (enter requested information):

1. I am a California company which has its principal place of business in California.
- or
2. I a California company which has its principal place of business in a state in which there is no local contractor preference on construction contracts.
Name of State:
- or
3. I a California company which has its principal place of business in a state in which there is a local contractor preference and my company has paid not less than \$5,000 in sales or use taxes to California for construction related activity for each of the 5 years immediately preceding the submission of the bid.
Name of State:
California Sales or Use Tax No.:

or

The undersigned certifies that it is not a "California company."

4. I a California company.
My principal place of business is in:

(Enter state or country)

Describe any and all bid preferences provided to your company by the state or country in which your company has its principal place of business.
(Attach additional sheets if necessary.)

Describe:

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE _____ Signature of Bidder _____

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Contract No.: 10-1J5504 Project ID: 1018000196

Bidder Name: Pave-Tech Inc.

Bidder ID: VC0000008079

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

DES-OE-0102.12A (REV. 8/2012)

To opt out of payment adjustments for price index fluctuations as specified, complete this form.

I opt out of the payment adjustments for price index fluctuations.

Enter Date and Name to opt out of payment adjustments for price index fluctuations.

Date: Bidder's Name:

Signature: _____

UNDOCUMENTED ALIENS EMPLOYMENT

Under Pub Cont Code ♦ 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

NONCOLLUSION

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of CA County of San Diego

Name: Rudy C. Zavalani,

being first duly sworn, deposes and says that he or she is

President of
Pave-Tech Inc.

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CHILD SUPPORT COMPLIANCE ACT

Under Pub Cont Code ♦ 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

NATIONAL LABOR RELATIONS BOARD

Under Pub Cont Code ♦ 10232, the contractor, swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board.

VIOLATION OF LAW OR A SAFETY REGULATION

Under Pub Cont Code ♦ 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? No

If the answer is yes, explain the circumstances in the following space.

ANTITRUST LAW

Under Pub Con Code ♦ 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder Has Not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Pub Cont Code ♦ 1101, with any public entity, as defined in Pub Cont Code ♦ 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

PERMITS, LICENSES, AGREEMENTS, CERTIFICATIONS, AND RAILROAD
RELATIONS AND INSURANCE REQUIREMENTS

Bidder acknowledges that permits, licenses, agreements, certifications, and the requirements in the document titled "Railroad Relations and Insurance Requirements" are components of the Contract under section 5-1.02 of the Standard Specifications.

BIDDER RESPONSIBILITY QUESTIONNAIRE

Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?

No

2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsive bidder by a public entity, including federal, State, local or regional entities?

No

3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsive bidder by any public entity, including federal, State, local, or regional entities?

No

4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:

4.1. Date of each nonresponsibility determination

4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination

4.3. Contract number for each nonresponsibility determination

END CERTIFICATIONS

Contract No. 10-1J5504

Bond No. Bid Bond

We Pave-Tech Inc.

2231 La Mirada Drive, Vista, CA 92081

as Principal, and

Liberty Mutual Insurance Company

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for Replace pavement delineation on state highway in Merced County, Contract
(Copy here the exact description of work, including location, as it appears on the proposal)
No. 10-1J5504

for which bids are to be opened at 1727 30th Street, Bidders' Exchange, MS 26, Sacramento, CA 95816

(Insert place where bids will be opened)

on

November 29, 2018

(Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: November 9, 2018.

Pave-Tech Inc.

Principal

Liberty Mutual Insurance Company

Surety

790 The City Drive South, Suite 200

Orange, CA 92868

Address of Surety (for correspondence or claims)

By See Attached Digital Signature

Sarah Myers

Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ }

N/A - Electronic Bid Bond

On this _____ before me, _____

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

(SEAL)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sarah Myers of the city of San Diego, state of CA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Pave-Tech Inc.

Obligee Name: California Department of Transportation

Surety Bond Number: Bid Bond Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 6th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.


Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of November, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

| Status | Name | Issuer | Valid From | Valid To | Local Signing Time |
|--|-------------|----------------|---------------------|----------------------|-------------------------------|
|  Signature Valid | Sarah Myers | TrustID CA A12 | 9/6/2018 4:10:06 PM | 11/1/2019 4:10:06 PM | November 09, 2018 14:49:37 |

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
BIDDER'S BOND
DES-OE 0102.3 (REV 4/2016)
Contract No. 10-1J5504

Bond No. _____

We _____
_____ as Principal, and

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for
CONSTRUCTION ON STATE HIGHWAY IN
MERCED COUNTY IN AND NEAR LOS BANOS FROM SANTA CLARA COUNTY LINE TO MADERA
COUNTY LINE

In District 10 on Route 152

for which bids are to be opened at 1727 30th Street, Sacramento CA 95816 on
12-06-18.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20____.

Principal: _____

Surety: _____

Address of Surety: _____

(for correspondence or claims)

By _____

Attorney-in-Fact

CALIFORNIA-ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On this _____ before me, _____

Date . Here insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE _____

Signature of Notary Public

(SEAL)